



# WASHOE COUNTY

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## STAFF REPORT

**BOARD MEETING DATE: September 27, 2016**

**DATE:** August 8, 2016  
**TO:** Board of County Commissioners  
**FROM:** Vahid Behmaram, Water Management Planner Coordinator,  
Community Services Dept., 954-4647, [vbehmaram@washoecounty.us](mailto:vbehmaram@washoecounty.us),  
**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-3600, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)  
**SUBJECT:** Approve the Contract for Storage of Non-Project Water among the United States and Washoe County Water Conservation District, the City of Reno, the City of Sparks and the County of Washoe. (All Commission Districts.)

### SUMMARY

The Contract for Storage of Non-Project Water is between the Cities of Reno and Sparks and Washoe County (Entities), Washoe County Water Conservation District and the United States of America, Bureau of Reclamation (BOR). The Contract enables the Entities to store and manage their water originating from the implementation of the Water Quality Settlement Agreement (WQSA) and Section 1.E.4 of the Truckee River Operating Agreement (TROA) in the upstream reservoirs in accordance with the goals, objectives, requirements and regulations governing TROA and the WQSA.

Strategic Objective supported by this item: Stewardship of our community.

### PREVIOUS ACTION

August 25, 2015 – The Board of County Commissioners (Board) approved the Agreement Regarding Satisfaction of the Obligation of the City of Reno, City of Sparks and Washoe County pursuant to Section 1.E.4 of the Truckee River Operating Agreement to provide 6,700 acre-feet of water rights.

September 9, 2008 – The Board ratified a Resolution authorizing the Chair to execute the TROA as one of the non-mandatory signatories to TROA.

December 19, 2006 – The Board approved three agreements relating to TROA.

November 28, 2006 – The Board approved a Professional Services Agreement for Title Research of Water Rights Associated with Street Rights-of-Ways.

October 17, 2006 – The Board acknowledge a Status Report on TROA.

AGENDA ITEM # 6-B

March 28, 2006 – The Board approved section 1.E.4 of the TROA Agreement.

October 17, 2000 – The Board adopted a Resolution in Support of Joint Bid for Water Business.

June 25, 1996 - The Board approved the Water Quality Settlement Agreement between the Pyramid Lake Paiute Tribe, Reno, Sparks, Washoe County, the Nevada Division of Environmental Protection, the U.S. Environmental Protection Agency, the U.S. Department of Justice and the U.S. Department of the Interior settling litigation surrounding the permitting and construction of the Truckee Meadows Water Reclamation Facility. This agreement became effective October 10, 1996 and requires Reno, Sparks, and Washoe County, as a group, to spend \$12,000,000 to acquire Truckee River water rights to be managed to augment the flow of the Truckee River for water quality purposes. The Department of the Interior is also required to spend a matching \$12,000,000 for water rights acquisitions for the same purposes.

### **BACKGROUND**

The Truckee River Operating Agreement is an agreement among five mandatory signatory parties: California, Nevada, the Pyramid Lake Paiute Tribe, the United States, and the Truckee Meadows Water Authority (TMWA) and was signed pursuant to Public Law 101-618. This legislation was approved by the 101st Congress at the end of its 1990 session. When implemented, TROA will allow for a congressionally authorized interstate allocation of water between Nevada and California and changes the operations of the Truckee River system to accommodate multiple beneficial uses for drought supply, improve spawning flows for endangered and threatened fish species, and improve water quality and California water use and storage. In addition, operations will enhance riparian habitat, re-establish river canopy, enhance reservoir releases, improve recreational pools in the reservoirs, and improve emergency draw-down procedures for Lake Tahoe.

The WQSA and section 1.E.4 of TROA require the Entities to allocate certain water rights to "... augment instream flows in the Truckee River from Reno/Sparks area to Pyramid Lake, to assist in compliance with water quality standards, and also to improve water quality and to maintain and preserve the Lower Truckee River and Pyramid Lake for purposes of fish and wildlife, including threatened and endangered species, and recreation." The Entities have met their obligation to acquire and allocate necessary water rights under the terms WQSA and Section 1.E.4.

The WQSA and section 1.E.4 of TROA require the entities to manage these allocated waters and "...schedule releases according to the following priority orders:

- i) To meet water quality standards in the river from the Vista gauge to Pyramid Lake.
- ii) To improve water quality in the river from the Vista gauge to Pyramid Lake when sufficient water is not available to meet standards.
- iii) To maintain aquatic and riparian habitat in the river downstream of Derby Dam.
- iv) To promote aesthetic and recreational purposes through the Reno/Sparks area and continuing to Pyramid Lake."

The storage contract herein is required to achieve the objectives as required under the WQSA and section 1.E.4 of TROA. Further, the WQSA provided that the Entities were to

negotiate the storage agreement with the BOR; and, the interlocal agreement as to the management of the WQSA delegated the negotiation with the BOR to the Local Government Oversight Committee with approval of the storage contract by the Entities' respective governing bodies.

**FISCAL IMPACT**

Section 6 of the contract indicates \$0.00 per acre-foot per year for storage of Water Quality Credit Water, unless TROA or the WQSA are amended to provide payment, at which time this contract shall be amended. The amendments described in this section are not anticipated and will require future Board action.

Section 8 of the contract provides for Contract Administration costs to cover all reimbursable costs, including an appropriate share of indirect costs. The estimate provided by the BOR was approximately \$1,000.00 or less per year, which will be equally shared among Reno, Sparks and Washoe County. Fiscal Year 2016-17 budget authority is available in CSD Planning, 105401-711020 to meet this expense.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Contract for Storage of Non-Project Water among the United States and Washoe County Water Conservation District, the City of Reno, the City of Sparks and the County of Washoe.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Contract for Storage of Non-Project Water among the United States and Washoe County Water Conservation District, the City of Reno, the City of Sparks and the County of Washoe."

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Lahontan Basin Area Office

CONTRACT FOR STORAGE OF NON-PROJECT WATER  
AMONG THE UNITED STATES  
AND  
WASHOE COUNTY WATER CONSERVATION DISTRICT, THE CITY OF RENO,  
THE CITY OF SPARKS, AND THE COUNTY OF WASHOE

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1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Lahontan Basin Area Office

5 CONTRACT FOR STORAGE OF NON-PROJECT WATER  
6 AMONG THE UNITED STATES  
7 AND  
8 WASHOE COUNTY WATER CONSERVATION DISTRICT, THE CITY OF RENO,  
9 THE CITY OF SPARKS, AND THE COUNTY OF WASHOE

10 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
11 pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
12 supplementary thereto, and the Truckee-Carson-Pyramid Lake Water Rights Settlement Act of  
13 1990 (Public Law 101-618; Act of November 16, 1990; 104 Stat. 3307) (hereinafter referred to  
14 as the Settlement Act), among the UNITED STATES OF AMERICA, hereinafter referred to as  
15 the United States; Washoe County Water Conservation District, hereinafter referred to as  
16 Conservation District; the CITY OF RENO, hereinafter referred to as Reno; the CITY OF  
17 SPARKS, hereinafter referred to as Sparks; and, the COUNTY OF WASHOE, hereinafter  
18 referred to as Washoe County; Reno, Sparks, and Washoe County are sometimes hereinafter  
19 collectively referred to as the Contractors;

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

22 WHEREAS, the United States and the Contractors are **Signatory Parties** to the  
23 operating agreement, authorized and negotiated pursuant to Section 205(a) of the Settlement Act,  
24 entitled "Truckee River Operating Agreement," dated September 6, 2008, hereinafter referred to  
25 as TROA; and

26 WHEREAS, the United States is the owner of the **Truckee River Reservoirs**; and

27 WHEREAS, this Contract is intended to satisfy the provisions of Section 7.A.2(b),  
28 7.E.3, and 7.E.4 of TROA;

29 NOW, THEREFORE, in consideration of the covenants herein contained, the  
30 parties agree as follows:

31 DEFINITIONS

32 1. For purposes of this Contract, words which appear in bold face and with the first  
33 letter capitalized have the same definition as used in the TROA. Terms used in this Contract  
34 which are not defined in TROA or in this Contract shall have their ordinary meaning.

35 (a) "Contracting Officer" means the Secretary's duly authorized  
36 representative acting pursuant to this Contract or applicable Federal Reclamation law or  
37 regulation; and

38 (b) "Year" shall mean the period January 1 through December 31.

39 TERM OF CONTRACT

40 2. (a) This Contract shall become effective when TROA first enters into effect  
41 and shall remain in effect for 40 years thereafter, which term shall include any period of time  
42 TROA goes out of effect. This Contract shall be renewable for additional 40-year periods, as  
43 further provided in Article 2(b), as long as TROA is in effect.

44 (b) The renewal of this Contract shall be under terms and conditions  
45 consistent with Federal and state law; *Provided*, That the storage charge provided in Article 6 of  
46 this Contract shall be renegotiated as required by Section 7.A.2(b)(2)(ii) of TROA; *Provided*  
47 *further*, That if TROA or the Water Quality Settlement Agreement dated October 10, 1996, is  
48 revised to provide for a storage charge this Contract shall be renegotiated.

49 (c) Except as provided in Article 2(b) of this Contract, this Contract shall  
50 automatically terminate if TROA is no longer in effect, except that any payment obligation of the

51 Contractors that is outstanding at the time of termination shall survive such termination, and any  
52 water of the Contractors in storage shall be treated in accordance with Section 12.B of TROA.

53 PROVISIONS OF TRUCKEE RIVER OPERATING AGREEMENT CONTROLLING

54 3. This Contract is intended to be consistent with TROA, and shall be construed  
55 accordingly. In the event of a conflict between the provisions of this Contract and the provisions  
56 of TROA, the provisions of TROA shall control and, if necessary, this Contract shall be amended  
57 accordingly.

58 STORAGE OF WATER QUALITY CREDIT WATER

59 4. (a) The Contractors may store **Water Quality Credit Water** in the **Truckee**  
60 **River Reservoirs** in accordance with TROA and Section 5(e) of the Water Quality Settlement  
61 Agreement. Pursuant to Article 5(e) of the Water Quality Settlement Agreement, storage of  
62 **Water Quality Credit Water** may occur to the extent that the United States determines that  
63 space is available for that purpose in the **Truckee River Reservoirs**.

64 (b) The parties agree that storage of **Water Quality Credit Water** in the  
65 **Truckee River Reservoirs** pursuant to Section 7(d) of the Water Quality Settlement Agreement  
66 is not included in this Contract. It is acknowledged by all parties, should the Contractors desire  
67 to store **Water Quality Credit Water** pursuant to Section 7(d) of the Water Quality Settlement  
68 Agreement, an additional storage contract shall be negotiated for that purpose.

69 SCHEDULES

70 5. Within ten business days after this Contract first enters into effect, and at least  
71 30 days prior to each Year for the term of this Contract, the Contractors shall submit an initial  
72 schedule to the Contracting Officer showing the annual quantities of **Water Quality Credit**  
73 **Water**, which is identified under the **Truckee River Water Quality Settlement Agreement**  
74 and this Contract, to be stored in the **Truckee River Reservoirs** during the upcoming Year. Any

75 revision(s) of the initial schedule shall be submitted by the Contractors to the Contracting Officer  
76 as soon as practicable. The initial schedule, and any revision(s) thereof, shall be in a form  
77 acceptable to the Contracting Officer.

78 PAYMENT FOR STORAGE

79 6. Consistent with TROA and the Water Quality Settlement Agreement, payment by  
80 the Contractors for the storage of **Water Quality Credit Water** in the **Truckee River**  
81 **Reservoirs** under this Contract shall be at the rate of \$0.00 per acre-foot per Year. All storage of  
82 **Water Quality Credit Water** is at no cost; *Provided*, should TROA or the Water Quality  
83 Settlement Agreement be amended to provide for payment, this Contract shall be amended.

84 COMPENSATION TO THE CONSERVATION DISTRICT

85 7. Compensation to the Conservation District for operation and maintenance of Boca  
86 Dam and Reservoir with respect to this Contract, shall be calculated and paid as an expense of  
87 administration of TROA in accordance with the provisions of Section 7.A.2(b)(3) of TROA and  
88 not under this Contract. Nothing in this Contract is intended to change any obligations of any  
89 **Person**, including Reno, Sparks or Washoe County, with respect to payments to the  
90 Conservation District in connection with assessments or fees levied under authority other than  
91 TROA.

92 CONTRACT ADMINISTRATION COSTS

93 8. (a) The Contractors shall advance sufficient funds annually to the  
94 United States, and shall advance sufficient funds at such other times as may be determined by the  
95 Contracting Officer to be needed to maintain sufficient funds, to cover all reimbursable costs  
96 associated with the United States administration of this Contract, including appropriate share of  
97 indirect costs.

98 (b) Reimbursable costs will include, but are not necessarily limited to:

99 (1) United States costs incurred during the performance reviews and audits for the Contract  
100 renewal; (2) development and review of Reno's, Sparks', or the Washoe County's conservation  
101 plan; (3) resolution of disputes under this Contract; (4) attendance at meetings regarding this  
102 Contract; (5) general Contract administration; (6) National Environmental Policy Act and other  
103 environmental compliance costs or an applicable portion thereof; (7) those costs incurred in  
104 response to a specific request from Reno, Sparks or Washoe County; and (8) other costs directly  
105 related to the administration of this Contract.

106 (c) Within ten business days after the day that TROA enters into effect, and  
107 30 days prior to the first day of each subsequent Year for the term of this Contract, the  
108 Contracting Officer shall provide the Contractors with a budget showing the reimbursable costs  
109 anticipated to be incurred by the United States for the upcoming Year. The Contractors shall pay  
110 the anticipated reimbursable costs to the United States within said 30 days.

111 (d) The Contracting Officer shall notify the Contractors any time during the  
112 year when it becomes apparent that the United States' anticipated reimbursable costs will exceed  
113 the anticipated budgeted amount. The Contractors shall pay the additional anticipated  
114 reimbursable costs to the United States within 30 days of receipt of the notice. If the additional  
115 monies are disputed, the dispute resolution procedure shall apply; *Provided*, That the Contractors  
116 still be required to pay the anticipated reimbursable costs to the United States within said 30 days  
117 subject to adjustment based on the outcome of the dispute resolution; *Provided further*, That if  
118 the Contractors' funding ability to satisfy any costs required by this Contract is withdrawn,  
119 limited, or impaired by an action outside the control of the Contractors, such costs will be  
120 suspended until such time as the funding is restored.



145 liability shall accrue against the United States or any of its officers, agents, or employees for any  
146 damage, direct or indirect arising therefrom.

147 RESOLUTION OF DISPUTES

148 11. (a) Should any dispute arise concerning any of the provisions of this Contract,  
149 or the parties' rights and obligations thereunder, other than disputes regarding the storage of  
150 water as provided in TROA, the parties to this Contract shall meet and confer within 30 days of  
151 providing written notice of the dispute to the other party. If the parties have not resolved the  
152 dispute within 90 days after such notice, or such other period as mutually agreed to, the  
153 Contractors may commence any legal action, and the Contracting Officer may refer any matter to  
154 the Department of Justice; *Provided*, That the party shall provide to the other party 30 days'  
155 written notice of the intent to take such action; *Provided, further*, That such notice and meet and  
156 confer process shall not be required where a delay in commencing an action would prejudice the  
157 interests of the party that intends to file suit.

158 (b) Should any dispute arise concerning the storage of **Water Quality Credit**  
159 **Water** under TROA, the dispute shall be referred to the TROA dispute resolution process, in  
160 accordance with Section 2.B. of TROA. If the dispute involves a shortage of space in the  
161 United States' **Truckee River Reservoirs** resulting from causes or actions referred to in  
162 Article 10 of this Contract, the liability of the United States shall be limited as provided in that  
163 Article 10.

164 CHARGES FOR DELINQUENT PAYMENTS

165 12. (a) The Contractors shall be subject to interest, administrative, and penalty  
166 charges on delinquent payments. If a payment is not received by the due date, the Contractors  
167 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
168 beyond the due date. If a payment becomes 60 days delinquent, the Contractors shall pay, in  
169 addition to the interest charge, an administrative charge to cover additional costs of billing and  
170 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractors  
171 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the

172 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
173 at the rate of 6 percent per year. The Contractors shall also pay any fees incurred for debt  
174 collection services associated with a delinquent payment.

175 (b) The interest rate charged shall be the greater of either the rate prescribed  
176 quarterly in the Federal Register by the Department of the Treasury for application to overdue  
177 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be  
178 determined as of the due date and remain fixed for the duration of the delinquent period.

179 (c) When a partial payment on a delinquent account is received, the amount  
180 received shall be applied first to the penalty charges, second to the administrative charges, third  
181 to the accrued interest, and finally to the overdue payment.

182 CONFIRMATION OF CONTRACT

183 13. Promptly after the execution of this contract, Reno, Sparks, and Washoe County  
184 shall provide evidence to the Contracting Officer that, pursuant to the laws of the State of  
185 Nevada, Reno, Sparks, and Washoe County are legally constituted entity(ies) and the Contract is  
186 lawful, valid, and binding on Reno, Sparks, and Washoe County. This Contract shall not be  
187 binding on the United States until such evidence has been provided to the Contracting Officer's  
188 satisfaction.

189 NOTICES

190 14. Any notice, demand, or request authorized or required by this Contract shall be  
191 deemed to have been given, on behalf of the Contractors, when mailed, postage prepaid, or  
192 delivered to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage  
193 Way, Sacramento, California 95825; and on behalf of the United States, when mailed, postage  
194 prepaid, or delivered to: the City of Reno, John Flansberg, Director of Public Works, 1 East First  
195 Street, Reno, Nevada 89501; the City of Sparks, John A. Martini, Community Services Director,  
196 431 Prater Way, Sparks Nevada 89431, and the County of Washoe, Dave Solaro, 1001 East  
197 Ninth Street, Reno, Nevada 89519. The designation of the addressee or the address may be  
198 changed by notice given in the same manner as provided in this article for other notices.

199 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

200 15. The expenditure or advance of any money or the performance of any obligation of  
201 the United States under this Contract shall be contingent upon appropriation or allotment of  
202 funds. Absence of appropriation or allotment of funds shall not relieve the Contractors from any  
203 obligations under this Contract. No liability shall accrue to the United States in case funds are  
204 not appropriated or allotted.

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OFFICIALS NOT TO BENEFIT

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16. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractors shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

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ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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17. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

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BOOKS, RECORDS, AND REPORTS

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18. The Contractors shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractors’ financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users’ land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party’s books and records relating to matters covered by this Contract.

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EQUAL EMPLOYMENT OPPORTUNITY

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19. During the performance of this Contract, the Contractors agree as follows:

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(1) The Contractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(2) The Contractors will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

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(3) The Contractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers’ representative of

243 the Contractors' commitments under section 202 of Executive Order 11246 of September 24, 1965  
244 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and  
245 applicants for employment.

246 (4) The Contractors will comply with all provisions of EO 11246, and of the  
247 rules, regulations, and relevant orders of the Secretary of Labor.

248 (5) The Contractors will furnish all information and reports required by  
249 EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant  
250 thereto, and will permit access to his books, records, and accounts by the Contracting Agency  
251 and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,  
252 regulations, and orders.

253 (6) In the event of the Contractors' noncompliance with the nondiscrimination  
254 clauses of this contract or with any of such rules, regulations, or orders, this contract may be  
255 canceled, terminated or suspended in whole or in part and the Contractors may be declared  
256 ineligible for further Government contracts in accordance with procedures authorized in EO 11246,  
257 and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by  
258 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

259 (7) The Contractors will include the provisions of paragraphs (1) through (7)  
260 in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
261 Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be  
262 binding upon each subcontractor or vendor. The Contractors will take such action with respect  
263 to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
264 enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in  
265 the event the Contractors become involved in, or are threatened with, litigation with a  
266 subcontractor or vendor as a result of such direction, the Contractors may request that the United  
267 States enter into such litigation to protect the interests of the United States.

268 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

269 20. (a) The Contractors shall comply with Title VI of the Civil Rights Act of 1964  
270 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as  
271 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III;  
272 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336;  
273 42 U.S.C. § 12131, et seq.), Title III of the Americans with Disabilities Act of 1990  
274 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),] and any other applicable civil rights laws, and with  
275 the applicable implementing regulations and any guidelines imposed by the U.S. Department of  
276 the Interior and/or Bureau of Reclamation.

277 (b) These statutes prohibit any person in the United States from being  
278 excluded from participation in, being denied the benefits of, or being otherwise subjected to  
279 discrimination under any program or activity receiving financial assistance from the Bureau of  
280 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this  
281 contract, the Contractors agree to immediately take any measures necessary to implement this

282 obligation, including permitting officials of the United States to inspect premises, programs, and  
283 documents.

284 (c) The Contractors make this agreement in consideration of and for the  
285 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other  
286 Federal financial assistance extended after the date hereof to the Contractors by the Bureau of  
287 Reclamation, including installment payments after such date on account of arrangements for  
288 Federal financial assistance which were approved before such date. The Contractors recognize  
289 and agree that such Federal assistance will be extended in reliance on the representations and  
290 agreements made in this article and that the United States reserves the right to seek judicial  
291 enforcement thereof.

292 (d) Complaints of discrimination against the Contractors shall be investigated  
293 by the Contracting Officer’s Office of Civil Rights.

294 CERTIFICATION OF NONSEGREGATED FACILITIES

295 21. The Contractors hereby certify that they do not maintain or provide for its  
296 employees any segregated facilities at any of its establishments and that it does not permit its  
297 employees to perform their services at any location under its control where segregated facilities  
298 are maintained. It certifies further that it will not maintain or provide for its employees any  
299 segregated facilities at any of its establishments and that it will not permit its employees to  
300 perform their services at any location under its control where segregated facilities are  
301 maintained. The Contractors agree that a breach of this certification is a violation of the Equal  
302 Employment Opportunity clause in this contract. As used in this certification, the term  
303 “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms,  
304 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,  
305 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing  
306 facilities provided for employees which are segregated by explicit directive or are in fact  
307 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,  
308 disability, or otherwise. The Contractors further agree that (except where it has obtained  
309 identical certifications from proposed subcontractors for specific time periods) they will obtain  
310 identical certifications from proposed subcontractors prior to the award of subcontracts  
311 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment  
312 Opportunity clause; that they will retain such certifications in its files; and that they will forward  
313 the following notice to such proposed subcontractors (except where the proposed subcontractors  
314 have submitted identical certifications for specific time periods):

315 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF  
316 REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED  
317 FACILITIES

318 A Certification of Nonsegregated Facilities must be submitted prior to the  
319 award of a subcontract exceeding \$10,000 which is not exempt from the  
320 provisions of the Equal Employment Opportunity clause. The certification may  
321 be submitted either for each subcontract or for all subcontracts during a period

322 (i.e., quarterly, semiannually, or annually). Note: The penalty for making false  
323 statements in offers is prescribed in 18 U.S.C. § 1001.

324 MEDIUM FOR TRANSMITTING PAYMENTS

325 22. (a) All payments from the Contractors to the United States under this contract  
326 shall be by the medium requested by the United States on or before the date payment is due. The  
327 required method of payment may include checks, wire transfers, or other types of payment  
328 specified by the United States.

329 (b) Upon execution of the contract, the Contractors shall furnish the  
330 Contracting Officer with the Contractors' taxpayer's identification numbers (TIN). The purpose  
331 for requiring the Contractors' TIN is for collecting and reporting any delinquent amounts arising  
332 out of the Contractors' relationship with the United States.

333 CONTRACT DRAFTING CONSIDERATIONS

334 23. All double spaced articles of this Contract have been drafted, negotiated, and  
335 reviewed by the parties hereto, each of whom is sophisticated in the matters to which this  
336 Contract pertains, and no one party shall be considered to have drafted the stated articles.

337 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of  
338 the day and year first above written.

339 UNITED STATES OF AMERICA

340 By: \_\_\_\_\_  
341 Regional Director, Mid-Pacific Region  
342 Bureau of Reclamation

343  
344

WASHOE COUNTY WATER  
CONSERVATION DISTRICT

345  
346  
347

By: \_\_\_\_\_  
Don Casazza  
President, Board of Directors

348 Attest:

349 By: \_\_\_\_\_  
350 Secretary

351

CITY OF RENO

352

353

354

By: \_\_\_\_\_  
Hillary L. Schieve  
Mayor

355

Attest:

Approved as to Form:

356

357

By: \_\_\_\_\_  
Ashley D. Turney, City Clerk

By: \_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

358

CITY OF SPARKS

359

By: \_\_\_\_\_

360

Geno Martini

361

Mayor

362

Attest:

Approved as to Form:

363

By: \_\_\_\_\_

By: \_\_\_\_\_

364

Teresa Gardner, City Clerk

Chet Adams, City Attorney

365

COUNTY OF WASHOE

366  
367  
368

By: \_\_\_\_\_  
Kitty K. Jung  
Chair, Board of County Commissioners

369 Attest:

Approved as to Form:

370  
371  
372

By: \_\_\_\_\_  
Nancy Parent, County Clerk

By: \_\_\_\_\_  
Paul Lipparelli, Chief Deputy District  
Attorney